

ANNEX

CONDITIONS TO GOVERN THE ESTABLISHMENT AND OPERATION OF A TEMPORARY MANNED SPACE FLIGHT SUPPORT FACILITY

The cooperation envisaged under this Agreement is to be conducted through a cooperating agency from each Government, which on the part of the United States Government will be the National Aeronautics and Space Administration and on the part of the Canadian Government will be the National Research Council.

1. Sites

The location and size of the facility required in Canada shall be a matter for mutual agreement by the cooperating agencies of the two Governments. The Canadian Government shall ensure, by leasing, or by acquiring title, that all lands required for the facility shall be available for the duration of the project.

2. Liaison Arrangements

The cooperating agencies of both Governments shall consult fully at all stages of facility site selection, construction and operation.

3. Construction

Procedures for accomplishing construction of the facility and for the procurement of construction equipment, construction supplies and related technical services shall be determined by agreement between the cooperating agencies of the two Governments.

4. Financing

(a) The cost of construction of the facility and of the provision and replacement of specialized equipment shall be the responsibility of the United States Government. Following construction of the facility, the operations and maintenance and other costs associated with the operation of the facility shall be borne by the United States Government.

(b) The land to be used by the United States Government for the facility shall be made available by the Canadian Government on a rent-free basis. All other expenses incurred by the Canadian Government prior to, or during construction, operation and termination of the facility shall be reimbursed to the Canadian Government by the United States Government.

5. Responsibility of the Government of the United States

(a) The United States Government shall be responsible for the property at the facility site (including land, buildings, chattels and fixtures thereon) and for all matters of liability pertaining thereto related to its position as occupier during the operation of the facility.

(b) The United States Government shall remain responsible for the property including matters of liability as occupier during the period between the discontinuance of operation of the facility and the return of possession of the property to the Canadian Government.